" ATM BG " d.o.o.
BROJ 1390
DATUM 05.04.2024. god
BEOGRAD

ANEKS BROJ 2 UGOVORA **o iznajmljivanju teških motornih drezina sa potrebnom priključnom opremom i stručnim osobljem**	**ANNEX NO. 2 OF THE CONTRACT** **for renting the heavy motor draisines with required attached equipment and proffesional personnel**
Zaključen dana 05.04.2024. godine između:	Concluded on 05.04.2024. year between:
1. China Railway Signal & Communication International Co., Ltd. Ogranak Beograd, sa sedištem u Majevička 2M, 11080 Beograd, PIB: 110760071, matični broj: 29507678, koga zastupa zakonski zastupnik Yang Xu (u daljem tekstu: **Naručilac**)	1. China Railway Signal & Communication International Co., Ltd. Ogranak Beograd, based in Majevicka 2M, 11080 Beograd, Tax ID: 110760071, identification number: 29507678, which is represented by legal representative Yang Xu (hereinafter reffered as **Customer**)
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2. „ATM BG“ d.o.o. Novi Beograd, sa sedištem u Bulevar Mihajla Pupina 127, 11070 Novi Beograd, PIB: 100829748, matični broj: 07745729, koga zastupa direktor Milan Petrović (u daljem tekstu: **Isporučilac**),	2. „ATM BG“ d.o.o. Novi Beograd, based in Bulevar Mihajla Pupina 127, 11070 Novi Beograd, Tax ID: 100829748, identification number: 07745729, which is represented by director Milan Petrović (hereinafter reffered as **Supplier**),
u daljem tekstu zajedno označeni kao **Ugovorne strane**.	Hereinafter collectively reffered to as: **Contractual parties**.
Član 1	**Article 1**
Ovim Aneksom broj 2. Ugovora menja se član 7. stav 8 Ugovora, te isti sada glasi:	In this Annex No. 2 of the Contract amends Article 7 paragraph 8 of the Contract, which is now as follow:
Avans uplaćen u skladu sa članom 7. ovog Ugovora podleže pravdanju počevši od računa za period od 25.03.2024. godine do 31.03.2024. godine, pa sve do 22.04.2024. godine, u iznosu od 100% izvršenih usluga za 7 (sedam) dana, na osnovu obostrano potpisanog Zapisnika.	The advance paid in accordance with Article 7 of this Contract is subject to justification starting from the Invoice for the period from 25.03.2024. until 31.03.2024. year, until 22.04.2024. year, in the amount of 100% of the performed services in 7 (seven) days, based on the mutually signed Minutes.
Ako se zaključno sa 22.04.2024. godinom ne produži period vršenja usluga po osnovu Ugovora, a deo avansa ostane neopravdan do isteka tog perioda, ovlašćena lica Ugovornih strana iz Uvodnih odredbi Ugovora će preostali iznos neopravdanog avansa konačnim Zapisnikom o izvršenim uslugama konstantovati i potpisati.	If by 22.04.2024 year does not extend the period of performance of services based on the Contract, and part of the advance payment remains unjustified until the expiration of that period, the authorized persons of the Contracting Parties from the Introductory Provisions of the Contract will confirm and sign the remaining amount of

Isporučilac će vratiti Naručiocu preostali iznos neopravdanog avansa u roku od 3 (tri) radna dana od dana potpisivanja konačnog Zapisnika o izvršenim uslugama i izdavanja Konačnog računa o izvršenim uslugama i time izmiriti svoju ugovornu obavezu.	the unjustified advance payment in the final Minutes of performed services. The Supplier will return the remaining amount of the unjustified advance payment to the Customer within 3 (three) working days from the day of signing the final Minutes of performed services and issuing the Final Invoice for performed services and settle its contractual obligation.
Ukoliko Ugovorne strane najkasnije do 22.04.2024. godine donesu zajedničku odluku o produženju perioda vršenja usluga koje su predmet Ugovora, to će se konstatovati zaključivanjem Aneksa broj 3. Ugovora uz definisanje uslova vršenja usluga, te će i odredbe koje se odnose na eventualni neopravdani avans koji je potrebno opravdati biti regulisane u budućem Aneksu broj 3. Ugovora.	If the Contracting Parties no later than 22.04.2024. year make a joint decision on extending the period of performing the services that are the subject of the Contract, this will be stated by concluding Annex No. 3 of the Contract with the definition of the conditions for providing the services, and the provisions related to any unjustified advance payment that needs to be justified will be regulated in the future Annex No. 3 of the Contract.
Član 2.	**Article 2**
Zaključenjem ovog Aneksa broj 2. Ugovora Ugovorne strane saglasno potvrđuju izmenjen član 7. Ugovora i svojim potpisom to i potvrđuju.	By concluding this Annex No. 2 of the Contract, the Contracting Parties agree to confirm the amended Article 7 of the Contract and confirm it with their signature.
Član 3.	**Article 3**
Ugovorne strane saglasno potvrđuju da Ugovor koji su zaključili, zaveden kod Isporučioca pod brojem 660 od 13.02.2024. godine, važi i primenjuje se od dana njegovog zaključenja sve do isteka ugovorenog roka navedenog u Ugovoru i da sve ostale odredbe Ugovora i Aneksa broj 1. Ugovora koje nisu izmenjene ovim Aneksom broj 2. Ugovora ostaju nepromenjene i i dalje na pravnoj snazi.	The Contractual parties confirm that the Contract they concluded, filed with the Supplier under number 660 of 13.02.2024. year, is valid and applicable from the date of its conclusion until the expiration of the agreed term specified in the Contract and that all other provisions of the Contract and Annex No. 1 of the Contract that have not been changed by this Annex No. 2 of the Contract remain unchanged and still in legal force.
Član 4.	**Article 4**
Ovaj Aneks broj 2. Ugovora stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika Ugovornih strana.	This Annex No. 2 of the Contract enter into force on the day of signing by the authorized representatives of the Contractual Parties.

Član 5.

Ovaj Aneks broj 2. Ugovora sačinjen je na sprskom i na engleskom jeziku. U slučaju neslaganja između srpske i engleske verzije ovog Ugovora, verzija na srpskom jeziku imaće prednost.

Član 6.

Ovaj Aneks broj 2. Ugovora sačinjen je u 2 (dva) istovetna primerka od kojih svaka Ugovorna strana zadržava po 1 (jedan) primerak.

Naručilac

Zakonski zastupnik Yang Xu

Isporučilac

Direktor Milan Petrović

Article 5

This Annex No. 2 of the Contract is made in Serbian and in English language. In case of discrepancy between the Serbian and English version of this Contract, the Serbian language version shall prevail.

Article 6

This Annex No 2. of the Contract is made in 2 (two) identical copies, of which 1 (one) copy is for each of the Contractual party.

The Customer

Legal representative Yang Xu

The Supplier

Director Milan Petrovic